

**A G R E E M E N T**

**between**

**CITY OF TRAVERSE CITY**

**and**

**LOCAL UNION NO. 214**

**Affiliated with**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**dealing with**

**CAPTAINS OF THE TRAVERSE CITY POLICE DEPARTMENT**

**Effective: July 1, 2014 through June 30, 2016**

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## AGREEMENT

This Agreement, made and entered into this 2nd day of June, 2014, effective July 1, 2014, by and between the City of Traverse City, hereinafter referred to as the "City", and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

## ARTICLE I RECOGNITION

### Section 1.1 Collective Bargaining Unit.

The City hereby recognizes the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all the employees employed by the City in the following described unit:

All Captains in the Police Department of the City, excluding Clerks, Sergeants, Chief of Police, Patrol Officers and all other employees.

### Section 1.2 Definition.

An employee for the purpose of this Agreement shall be a person(s) regularly employed by the City in a Captain classification.

### Section 1.3

The recognition of the Union by the City is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended. The Union will not interfere with the operations of the police department.

## ARTICLE II UNION SECURITY

### Section 2.1 Agency Shop.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union, as they see fit. The Union

further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

#### Section 2.2 Deduction of Dues.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the City written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City, without recourse, to rely upon and honor as certified by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collection bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union's regular and usual dues; provided, however, that non-members will not be subject to the customary initiation fee. For present regular employees, such payment shall commence thirty-one (31) days following the effective date of the Agreement.

The Union agrees that in the event of litigation against the City of Traverse City, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

Monthly agency fees shall be deducted by the City and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

### ARTICLE III REPRESENTATION

#### Section 3.1 Steward.

The City agrees to recognize one Steward elected or appointed by the Union from among employees in the unit with one or more years of seniority for the purpose of processing grievances.

The Union agrees that the Steward will not let stewardship interfere with any duties or the operations of the Police Department, and the City agrees to give the Steward reasonable time and access to other officers to fulfill their obligations hereunder. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities:

- A) The investigation and presentation of grievance with Employer or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement;
- B) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - 1. Have been reduced to writing, or
  - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusals to handle goods, or any other interference with the City's business.

#### Section 3.2 Notification.

The City shall be informed in writing of the name of the Steward. All official communications from or to the City shall be from or to the Steward.

#### Section 3.3 Visitation.

Authorized representatives of the Union shall be permitted to visit the operation of the City during working hours to talk with the Steward of the Local Union and/or representatives of

the City concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the Department and the employee(s) involved.

#### Section 3.4 Bargaining Team.

The Bargaining Team shall be elected by the membership and shall be limited to one (1) member. Bargaining shall not normally be scheduled so as to interfere with departmental operations. In no event will the City compensate an officer for hours spent in bargaining or other Union activities beyond the officer's normal work shift.

### ARTICLE IV MANAGEMENT'S RIGHTS

#### Section 4.1 Rights.

Management of the City, determination of all matters of management policies; the services to be furnished; the nature and number of facilities and departments to be operated and their locations; the direction of the work force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or to discharge for just cause, to promote, transfer or lay off employees, or to reduce or increase the size of the work force; to establish reasonable rules and regulations, to set goals and objectives or to make adjustments as to the ability and skill is within the sole prerogative of the City, provided, however, they will not be used in violation of any provision of this Agreement. The City shall be the exclusive judge of all matters pertaining to the services that it provides, the methods, processes and means and materials used, and the City shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, and it shall also have the right to study and use alternative methods, equipment and/or outside assistance (subcontracting) at the City's sole discretion or to discontinue or to modify any operations or to subcontract any work. It is understood that the City reserves and retains solely and exclusively all of its inherent and customary rights to manage the City's operations.

It is further agreed that these enumerations of Management's prerogatives shall not be



deemed to exclude other prerogatives not enumerated and except as specifically abridged, delegated, modified by this Agreement, all of the rights, powers and authorities the City had prior to the signing of the Agreement are retained by the City and remain with the rights of the City.

#### Section 4.2 Inter-Local Agreement.

If the City, in its sole discretion, enters into an inter-local agreement, such agreement shall be under the terms of the Urban Cooperation Act, and the City shall notify the Union in advance of entering into such an agreement. The City and the Union agree to bargain about only the effects of such an agreement on the bargaining unit personnel. If such bargaining does not result in agreement between the City and the Union, then referral of that dispute only to mediation and, if necessary, compulsory arbitration under the provisions of Act 312 is required.

If the City, in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion about the effects of such integration on the bargaining unit. This provision does not constitute a contract re-opener.

### ARTICLE V

#### LIMITATION OF AUTHORITY AND LIABILITY

##### Section 5.1 No Strike Clause.

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slowdown or a strike against the City of Traverse City. The City agrees that during the same period there will be no lockout.

Section 5.2.

Any individual employee or group of employees who violate or disregard the prohibition of Section 5.1 above may be summarily discharged by the City without liability on the part of the City or the Union.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Definition of a Grievance.

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement which is subject to the grievance procedure established herein.

Step 1

A) Verbal Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor within seven (7) days of the employee's knowledge of the incident which gave rise to the complaint or within seven (7) days of the date by which an employee should have been reasonably aware of such incident. If requested by the employee, the employee may have a Steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

B) Written Procedure. Within seven (7) days from the supervisor's answer in the verbal procedure, the complaint shall be reduced to writing, reciting the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Chief of Police. The Chief of Police and the Steward and the grieving party, if requested by the Steward, shall discuss the grievance in an attempt to resolve the matter. The Chief shall place his/her answer on the grievance form and return it to the Steward within seven (7) days after the grievance is presented to the chief. If the grievance is not satisfactorily settled, it may be advanced according to Step 2.

Step 2

Within seven (7) days after the City's written answer in Step 1, the grievance may be presented to the City Manager. The City Manager and the Steward shall discuss the grievance in an attempt to resolve the matter. Either party may have non-employee representatives present if

desired. The City shall give its answer on the grievance form and return it to the Steward within ten (10) days after the grievance is presented to the City Manager. If the grievance is not satisfactorily settled, it may be advanced by the Union according to Step 3.

### Step 3

In the event the last step fails to settle the grievance the Union, within sixty (60) days, may submit the issues to an Arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

### Section 6.2 Selection of Arbitrator.

Any grievance that is arbitrable, upon proper notification as provided in the Agreement, may be submitted to one Arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained the Arbitrator will be selected from a panel of Arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as Arbitrator. The compensation and expenses of the Arbitrator shall be shared equally by the City and the Union.

### Section 6.3 Arbitrator's Powers.

The Arbitrator shall be limited to the application and interpretation of this Agreement and shall have no power to add to, subtract from or modify this Agreement in any respect. The Arbitrator shall also be obligated to interpret this Agreement in light of laws applicable to and affecting municipalities.

### Section 6.4 Time Computation.

Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

### Section 6.5 Grievance Form.

The grievance form shall be mutually agreed upon.

ARTICLE VII  
DISCHARGE AND DISCIPLINE

Section 7.1

In a case of disciplinary action taken by the City involving discharge, reduction in rank or pay, or suspension from office against any member of the bargaining unit, all appeals to such action shall be in accordance with the grievance and arbitration procedures of this Agreement.

A) The City shall not discharge or suspend for disciplinary reasons, any non-probationary employee except for just cause. Just cause may include, but is not limited to, violation of departmental rules and regulations, failure to obey superior officers' commands or failure to perform the duties of this position in a competent and professional manner. A consistent failure to meet organizational objectives as clearly set forth may also be grounds to discipline or discharge after an appropriate opportunity is given the employee to begin to meet such objectives. It is mutually agreed that progressive discipline for minor matters should be typically employed to correct minor problems. The non-probationary employee shall first receive an oral and/or written notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major rule and regulation infractions or for any other major cause. Discharge must be by proper written notice to the employee and a member of the bargaining unit who is a Union official citing specific reasons for such discharge.

B) Discharged or suspended non-probationary employees will be permitted to review their discharge or suspension with their Steward. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the Steward.

C) Should a non-probationary employee, who has been discharged or given a disciplinary suspension, consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) working days from the date discipline was imposed on the aggrieved employee. Discharge of probationary employees is not subject to the grievance procedure.

D) The parties hereby agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance

procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties.

E) This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

## ARTICLE VIII

### SENIORITY

#### Section 8.1

A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular seniority status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Fringe benefit eligibility for a new hire shall commence on the first day of the month following three (3) completed months of employment. Employees promoted to Captain shall serve a twelve (12) month probationary period. During such probationary period the employee may be demoted to their former rank without loss of seniority for just cause.

#### Section 8.2 Seniority Definition.

Seniority shall be defined to mean the length of the employee's service with the City in the Police Department, commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

#### Section 8.3 Seniority List.

The City shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

#### Section 8.4 Layoff.

All reductions in the work force due to lack of work, lack of funds, or other legitimate cause shall be accomplished in the following manner:

### Section 1

A) The word "layoff" means a reduction in the working force. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

1. Probationary employees.
2. Remaining seniority employees within the classification affected shall then be laid off in order of their classification.

B) When employees have the same classification seniority, the employee with the least seniority in the Department shall be laid off first.

C) Upon being laid off from their classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the department provided, however, that the employee is able to perform the required duties of that classification and that the employee has more seniority than the employee being replaced. Employees who change classifications in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.

D) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Steward shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

### Section 2

A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he was laid off and provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

### Section 3

A) The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

B) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the City's records and it shall be the obligation of the employee to provide the City with a current address and telephone number. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days, and

shall return within seven (7) calendar days or their employment shall be terminated without recourse to this Agreement. Exceptions may be made due to circumstances beyond the control of the employee.

C) In the event a recall is necessary on less than three (3) days notice, the City may call upon the laid off employee(s) either personally or by telephone, until an employee able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.

#### Section 8.5 Loss of Seniority.

An employee's seniority with the City will terminate upon the following reasons:

- A) If the employee quits or retires;
- B) If the employee is discharged for just cause;
- C) After three (3) consecutive days of unauthorized absence;
- D) If the employee fails to report for work as required following notice of recall;
- E) If the employee fails to return to work within three (3) days of a date following a leave of absence or vacation unless a satisfactory reason is given or because of an emergency situation.

#### Section 8.6 Vacancies.

The City will fill all permanent classification vacancies as soon as possible when need for such action is necessary (as determined and/or established by the City).

A) A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications for the purpose of undermining the Union.

#### Section 8.7 Promotions.

Promotions to the position of Captain shall be in accordance with the Sergeants' Agreement.

ARTICLE IX  
DAYS OF WORK AND OVERTIME

Section 9.1.

A normal work day shall consist of eight (8) consecutive regularly scheduled hours per day, inclusive of a meal period. Time and one-half will be granted under the following conditions:

A) For all work performed in excess of forty-five (45) hours per week in any weekly pay period.

B) There may be special community events when the Police Chief requires Captain(s) to work. If these special events reimburse the City for all expenses, including direct labor, and the required work exceeds the normal work day and work week schedule, such excess hours worked shall be paid at time-and-one-half (1½) the Captain's regular rate of pay. This would include Federal and State grants which reimburse overtime costs.

C) Employees may accept compensatory time off, not to exceed a bank of one hundred-twenty (120) hours, in lieu of overtime payments.

Section 9.2 Personal Leave Time.

Full time employees shall earn twenty-four (24) hours of personal leave time per fiscal year. Personal leave time is non-accumulative. These leave days shall be utilized by employees within the bargaining unit upon approval of the Chief of Police.

ARTICLE X  
LEAVES OF ABSENCE

Section 10.1 Personal Leave.

The City, for good cause shown, may grant a personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, longevity pay, or step increases within the salary range credits during such leave. The request for leave of absence shall be made on the prescribed form and shall be submitted in advance of the time a leave of absence is requested.



#### Section 10.2 Military Leave.

A full time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves, shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statutes and shall be entitled to any other benefits set forth in this Agreement provided that the employee satisfies the eligibility requirements established in this Agreement.

#### Section 10.3 Labor Conventions.

Subject to prior approval of the City, time off without pay may be granted without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention, provided ten (10) days advance written notice is given to the City by the Union specifying the purpose of the time off and the length of time off desired. Further provided said absence will not be detrimental to the efficient operations of the department.

#### Section 10.4 Funeral Leave.

Employees will be allowed time off from their scheduled hours of work to attend the funeral following a death in the immediate family. Time off shall be from the date of death through the date of the funeral. Time lost from the employee's schedule of work shall be compensated at the employee's regular rate, but it shall not exceed three (3) days and twenty-four (24) hours of pay. Immediate family shall mean any relative living within the household of the employee or a wife, husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or grandchild or grandparent-in-laws of current marriage. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days of leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

#### Section 10.5 Sick/Short Term Leave.

All regular full-time employees shall, following completion of their probationary period if a new hire, receive Sickness and Accident Insurance Coverage which shall provide, at a

minimum:

- A) Up to twenty-six (26) weeks of coverage per occurrence.
- B) Coverage shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- C) A weekly benefit shall be 66 2/3% of the employee's gross wage.

Effective December 1st of each year thereafter, each regular full-time employee shall receive seven (7) paid short term leave days. Short term leave may be taken in increments of one (1) hour or greater upon the approval of the Chief of Police. Short term leave may not be accumulated. New hires shall receive an initial prorated amount of short-term leave days based on their date of hire and a benefit period from December 1, to November 30. Following the first full pay period after December 1st of each year, each regular full time employee shall receive payment for all unused short term leave, not to exceed seven (7) days, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Employees shall retain sick leave accumulated through December 31, 1988, if not used under the terms of Section 12.3 Retiree's Health Insurance Coverage. Accumulated sick leave may be used by the employee for a bona fide illness or injury only as follows:

- A) In lieu of Sickness and Accident insurance coverage where the employee would otherwise qualify for benefits under the terms of the policy.
- B) For all days not covered by the Sickness and Accident insurance, provided the length of time lost due to the illness or injury, would qualify the employee for benefits under the terms of the policy.
- C) In the event a member of the employee's immediate family living in the same household is ill and a doctor has recommended that the employee remain at home during this illness. The employee must provide the City with written verification of the doctor's recommendation to be eligible to use accumulated sick leave for this purpose.
- D) Where the illness or injury arises out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the date of the injury.

E) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank and shall not exceed a life-time benefit of sixty (60) days.

An employee receiving Sickness and Accident Insurance benefits provided for in this section will be considered on an unpaid leave for purposes of earning seniority, vacation, short-term leave and holiday benefits only. The City will continue to pay their portion of health, life and optical/dental insurance premiums for up to the first full month following the time the employee begins receiving Sickness and Accident Insurance benefits provided for under this section. Effective February 5, 1994, the City will comply with the terms of the Family Medical and Leave Act (FMLA) as pertains to this section.

Upon retirement or death of an employee, the employee shall be paid at regular rate of pay for fifty percent (50%) of all sick days to their credit up to a maximum of 120 days. The maximum pay shall be the equivalent of sixty(60) days.

The City may require employees to submit verification of an illness by a physician if the absence due to illness exceed three (3) consecutive working days or where the employee establishes a pattern indicating misuse of sick/short term leave.

An employee shall notify the department of a request for sick leave as soon as possible, but not later than one hour prior to the beginning of the employee's shift.

Maternity leave shall be treated under the terms of this Section.

#### Section 10.6 Snow Days.

If an employee, after good faith efforts, is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the Governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may take a day's leave without pay or work on a pass day to make up the lost day, or may utilize an accumulated sick leave day or vacation day.

## ARTICLE XI

### WAGES

#### Section 11.1 Classification and Rates.

Listed in Appendix "A" and incorporated herein are the regular rates of pay for the classification of Captain.

#### Section 11.2 Pay Periods.

The City shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day. An employee who wishes advance pay, up to and including forty (40) hours prior to normal pay day, for hours actually worked may be paid upon approval of the Human Resource Director after notification of the Chief of Police.

#### Section 11.3 Authorized Payroll Deductions.

In addition to mandatory deductions, employees may authorize the following deduction in their paychecks: Health insurance, contributions to United Way, Credit Union and other deductions as applicable and agreed upon by the parties.

#### Section 11.4 Bonds.

Should the City require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the City.

#### Section 11.5 Training.

The City shall pay the cost of schooling, (i.e. tuition, books, actual travel expenses for out-of-city travel and reasonable cost for meals) for any state mandated training required for maintenance of certification or for training solely mandated by the City. Any employee required to attend training schools during his typical work schedule, benefitting both the City and the employee, shall be remunerated at their regular rate of pay.

#### Section 11.6 Uniforms and Equipment.

The City shall furnish all uniforms and equipment it deems necessary for the employee to perform their assigned duties. It shall be the responsibility of the City to clean and maintain such uniforms and equipment. Each Captain shall receive an annual clothing allowance in the amount of one thousand dollars (\$1,000). It shall be the responsibility of the City to dry clean the Captain's suit jackets and pants purchased under this Section which require dry cleaning.

#### Section 11.7 Paid Vacations.

Full time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- A) 10 days after 1 year of service  
15 days after 5 years of service  
20 days after 15 years of service

B) Annual vacation leave days may be accumulated by an employee not to exceed five (5) work weeks (25 work days), carried over on October 1 of each year. Upon separation from service, the employee shall be entitled to compensation for any unused portion of their accumulated vacation leave.

C) The Police Chief shall approve all requests for vacation use for employees with particular regard to seniority and efficient and effective operation of the department. Vacations scheduled and approved may be canceled in the event of an emergency requiring the services of those scheduled for leave.

D) In the case where an employee is unable to utilize his vacation leave because of an emergency requiring the services of that employee, the employee will be allowed to carry over additional vacation days over and above those cited in (B) above.

#### Section 11.8 Disability Pay.

If any employee is disabled in the course of or arising out of employment and as such is eligible for work disability benefits under the Worker's Compensation Laws of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal the employee's regular gross salary or wage. The City shall pay the difference

between the employee's regular gross wage and Worker's Compensation for the initial thirty (30) days during which the employee is actually receiving Worker's Compensation payments in the event an employee suffers a direct injury caused by another person. In all other cases, salary payments that are in addition to Worker's Compensation benefits shall be deducted from the employee's accrued sick leave. Upon exhaustion of sick leave bank, short-term leave bank then accrued vacation bank hours may be used and deducted from appropriate banks in accordance with this section.

#### Section 11.9 Holiday Pay.

Eligible employees shall be entitled to holiday leaves with pay on the following recognized holidays:

New Years Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
July 4 <sup>th</sup>	Christmas Day

A) Captains shall not work holidays except on specific authorization by the Chief of Police. Each employee not scheduled to work on a holiday shall receive eight (8) hours of pay at the employee's regular rate for the holiday. If an employee is required to work, the employee will receive, in addition to their eight (8) hours of holiday pay, time and one-half (1-1/2) for all hours worked on a holiday. If a holiday falls on a Saturday or Sunday, the Captain will receive off the Friday before a Saturday holiday or the Monday after a Sunday holiday with this day counting as the holiday to be taken as time off for purposes of this Agreement.

B) To be eligible for holiday pay credits an employee shall have worked their last scheduled work day immediately preceding the holiday and the next scheduled work day immediately following the holiday unless on an excused leave.

C) When a holiday falls during an employee's vacation period or during an excused leave of absence with pay and the absence from work is due to these leaves, the employee will be paid holiday credits in addition to such vacation or leave pay for that day.

D) When a holiday falls during an employee's vacation or sick leave absence and

such employee received such holiday pay credit, the holiday shall not be used to reduce the number of such vacation or sick leave days deducted from the employee's accumulated vacation or sick leave.

E) The hours paid in holiday credits shall not be used in computing overtime payments.

## ARTICLE XII

### INSURANCE

#### Section 12.1 Life Insurance.

The City agrees to pay the full premium for term life insurance after six (6) months service for regular full-time employees, in the amount of two (2) times the employee's annual salary rounded to the next higher \$500, subject to a maximum of \$100,000.

#### Section 12.2 Hospitalization.

The employer shall provide the following health benefits. The coverage is the Priority Health Savings Account HMO 100% Hospital Plan with minimum individual and family deductibles, subject to annual deductible adjustment in accordance with Internal Revenue Service (IRS) regulations, and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan. For employees unable to qualify for the above plan due to IRS regulations, the City will make available Priority Health Copay Alignment HMO 100% Plan with \$20 copayment primary care provider office visit, \$35 copayment specialist office visit and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan, or Priority Health HMO 100% Plan (Priority 1) with \$10 copayment primary care provider office visit, \$10 copayment specialist office visit and \$10 generic/\$30 brand name copayment for prescription drugs, or equivalent plan.

The City shall make this coverage available to all regular full-time employees, the employee's spouse, and the employee's dependents in accordance with Federal Law. Employees shall be required to complete an application for coverage and be required to promptly notify the City of any changes in status affecting the employee's coverage. Such notice shall be on forms provided by the City. New employees shall be eligible for health insurance coverage pursuant to

terms and conditions of the City's health insurance contract

A) For employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan, the Employer shall be responsible for eighty percent (80%) of the cost of the plan deductible and premium. Employees shall be responsible for twenty percent (20%) of the cost of the plan deductible and premium

Per the above, the cost of the plan deductible will be paid into individual employee's health savings accounts on an annual basis. New hires and/or employees who increase coverage level from single to double/family after July 1 shall receive a pro-rata payment into their health savings account beginning with the first full month of insurance eligibility or coverage change through the end of the plan year. Employee shall be responsible for the remainder of the deductible.

B) For employees enrolled in the Priority Health Copay Alignment HMO 100% Plan, or Priority Health HMO 100% Plan (Priority 1), the Employer shall be responsible for eighty percent (80%) of the cost of the premium. Employees shall be responsible for twenty percent (20%) of the cost of the premium.

The Employer agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (\$200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for the eligible employee. For those employees who terminate during the year, the applicable monthly opt-out compensation will be paid out in the employee's last paycheck. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.

The City reserves the right to change health insurance providers and/or programs. The health insurance provider selected by the City shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the City shall conform to all of the terms of this Agreement. The Union shall be notified of any change in benefits or coverage.

The parties agree to reopen affected articles, should the Federal or State government take-over or substantially change the current system of employer-provided group medical insurance coverage, or costs related thereto.



### Section 12.3 Retirement Health Savings Plan (HCSP)

Effective August 1, 2008, the Employer agrees to provide an I.R.S. qualifying health savings plan that allows employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent ( $\frac{1}{2}\%$ ) of an employee's gross salary provided an employee contributes a minimum of one-half percent ( $\frac{1}{2}\%$ ) of an employee's gross salary to the plan. All employees are required to enroll in accordance with I.R.S. regulations covering such plans.

### Section 12.4 Retiree's Health Insurance Coverage.

The City agrees to establish a trust from which premiums for retiree and retiree's spouse health insurance would be paid. Survivor's benefits will be paid to spouse. However, such benefits would terminate in the event of divorce or remarriage of surviving spouse. Trust's obligation would be limited to coverage that was in effect on July 1, 1990, and to an amount not to exceed five percent (5%) per year increase in premium (compounded) from the premium that is in effect July 1, 1990. The City is required to contribute an amount of money to the trust each year to actuarially support the future cost of this benefit. The eligibility for retiree's health insurance benefit would be based on:

- A) The employee having at least ten years of service with the employer, and
- B) Upon date of work cessation, the employee (and/or spouse) qualifies to receive Act 345 benefits and is eligible to retire under the Act 345 Retirement System, and
- C) For purposes of this section, the definition of eligible means the employee could be retired but has not yet formally retired.

Terms of this Health Insurance Trust shall be subject to renegotiation to comply with any subsequent changes or requirements mandated by law.

Effective for any employee who retires on or after July 1, 2009, the City will provide the same health insurance cost sharing toward retiree medical insurance coverage as provided to current employees, subject to the following:

- A) The employee must have at least 10 years of services with the City, and,
- B) The employee must retire under the retirement system (Act 345), and
- C) The employee must be receiving an Act 345 Pension.

This health insurance cost sharing will continue for the life of the retiring employee and the spouse, provided that such benefits will terminate in the event of a divorce or remarriage of the surviving spouse.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead the City will add 1.5% to the current .5% contribution into the I.R.S. qualifying health savings plan for retiree health expenses, matched by an employee share of .5%.

#### Section 12.5 Worker's Compensation.

The City will provide Worker's Compensation protection for all employees as required by law. Refer to Section 11.8 Disability Pay.

#### Section 12.6 Dental and Optical Insurance.

A) The City agrees to provide Optical Insurance equivalent to or substantially equivalent to Vision Care A80 Certificate currently provided through Blue Cross/Blue Shield of Michigan, to the employee, spouse, and dependent children (until the end of the calendar year in which they attain the age of nineteen (19)).

B) The City agrees to contribute the amount associated with "employee and two or more dependents" under the A.C.T. employee coverage for each employee, when eligible, towards the premium for dental insurance coverage.

Covered employees agree to contribute the difference between the City's contribution and the premium as set forth by the dental carrier for their coverage.

Effective date of coverage for A & B above for new employees will be in accordance with the providers provisions and after the first six (6) months of service.

#### Section 12.7 Insurance Premiums During Layoff or Leave of Absence.

The City shall pay their portion of the required insurance premiums for the first full month following the month in which an employee is laid-off or takes a personal leave of absence under Section 10.1. If the leave of absence is in accordance with Section 10.5 Sick/Short-Term Leave, the City shall pay their portion of the required insurance premiums for the first full month following the time an employee begins receiving Sickness and Accident Insurance benefits

provided under that section. If the leave of absence is for a work-related disability in accordance with Section 12.5 and 11.8, the City shall pay their portion of the required insurance premiums for six (6) consecutive months. Provided, however, that in all of the above cases, the employee pays their portion for continuation of these benefits. Upon discontinuance of the City's payment of insurance premiums for employees under a leave of absence, an employee shall assume the full cost of the required insurance premiums in order to maintain insurance coverage.

### ARTICLE XIII

#### SPECIAL CONFERENCE

##### Section 13.1.

Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon request of either party. Such meetings shall be between one (1) and not more than three (3) representatives of the City and representatives of the Union unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

### ARTICLE XIV

#### SEPARABILITY AND SAVINGS CLAUSE

##### Section 14.1.

A) In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

B) In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE XV  
SPECIAL INACTIVATION

Section 15.1

If any member shoots, while in the line of duty, another person either injuring or killing that person, at the City's discretion, that member may be inactivated for a period of three (3) days except during periods of emergency.

ARTICLE XVI  
RETIREMENT

Section 16.1

The retirement provision shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties.

Effective July 1, 2009, any member age fifty (50) with twenty-five (25) years of service or age sixty (60) regardless of service shall have a pension as authorized under Public Act 345, payable at the rate of two and eight-tenths percent (2.8%) of the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service, multiplied by the first twenty-five (25) years of service, and all other benefits and compensation as set forth in said Act. (Michigan Act 345 of 1937 provides for "1% of the member's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years.") Effective July 1, 2009, each employee shall make a retirement contribution of two percent (2.0%) of gross salary. Effective July 1, 2010, each employee shall make a retirement contribution of four percent (4.0%) of gross salary. Effective July 1, 2011, each employee shall make a retirement contribution of six percent (6.0%) of gross salary. Retirement contributions shall be by payroll deduction.

Effective July 1, 2009 reduce the pension multiplier to two percent (2.0%) for the first twenty-five (25) years of service for all new employees hired on or after July 1, 2009.

Effective January 1, 1994, an annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in the CPI, of the annual pension amount for a period of twenty (20) years beginning one (1) year after the member's date of retirement.

Section 16.2 Longevity Payments.

In addition to the base pay as set forth in the attached salary schedule, employees shall receive longevity pay as follows:

After ten (10) years' of continuous service..... 3% of base pay

After fifteen (15) years' of continuous service..... 5% of base pay

After twenty-five (25) years' of continuous service..... 7% of base pay

Employees hired after January 1, 1999, shall have the following longevity schedule:

After ten (10) years' of continuous service:.....\$300.00

After fifteen (15) years' continuous service:.....\$500.00

After twenty-five (25) years' continuous service:.....\$700.00

Employees internally promoted to the position of Captain will bring forth the longevity payment they are receiving, or the longevity payment per the collective bargaining agreement that they are promoted from.

ARTICLE XVII

PHYSICAL MAINTENANCE PROGRAM

Participation in the Police Physical Maintenance Program is voluntary. The Program shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and effect of the policy are not subject to the grievance procedure or other contract or labor remedies.

Beginning in July 2009 and annually thereafter, employees who attain a score of 75% or higher will receive a payment of \$750.00. Employees who attain a score of 50% to 74% will receive a payment of \$500.00.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 No Discrimination.

There shall be no discrimination against any employee or employees by either the City or the Union in regard to hiring, tenure, terms, compensation, work classifications, promotions or

demotions, termination, transfers, or other conditions of employment because of race, color, national origin, sex, age, height, weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity.

#### Section 18.2 Bulletin Boards.

The City will provide a bulletin board in the Police Building which may be used by the Union for posting notices limited to:

- A) Notices of Union recreational or social events.
- B) Notice of Police Union elections and results.
- C) Notices of Union meetings and results.
- D) Official Teamsters communications.
- E) Fraternal Police communications.
- F) Other information which is not derogatory to the City or its administration.

The City reserves the right to police the bulletin board so that no offensive material is posted thereon.

#### Section 18.3 Rules and Regulations.

The City reserves the right to establish and publish from time to time, reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

#### Section 18.4 Washrooms.

The City will provide washrooms and lockers for the changing and storage of clothing. Such lockers may be inspected monthly by the Chief of Police and once a month other than for general inspection by the Chief of Police in the presence of the employee assigned such locker; the latter to be made subject to five (5) days notice to the employee.

#### Section 18.5 Mileage.

When an employee is required by the City to provide their own vehicle to perform their duties, the employee shall receive an allowance as defined under the Internal Revenue Code.

#### Section 18.6 Changes.

Any time a new division is established or an existing division is combined with another, the City will notify the Union prior to implementing such change. The effect of such change shall be a proper subject of the Special Conference and shall be governed by the provision of this Agreement relating to work assignments.

#### Section 18.7 Legal Assistance.

The City will provide to the employee such legal assistance as provided by present insurance policy and as required by law.

#### Section 18.8 Janitorial Duties.

The employees will not be required to perform any janitorial or building maintenance functions except by mutual agreement or in the case of unusual circumstances or an emergency.

#### Section 18.9 Changes of Address.

An employee changing their place of permanent residence shall make such change known to their immediate supervisor as soon as possible on a form provided by the City for such purposes. Such change of address may then be forwarded by the Police Chief to all City offices requiring such information.

#### Section 18.10 Telephone Numbers.

All employees shall be required to give their home addresses and phone numbers to the Chief of Police. Such phone numbers shall be held in strict confidence and will not be given out to anyone except the Manager, Attorney or designee without the permission of the employee and then only by a shift supervisor.

#### Section 18.11 Beneficiary.

Earned pay and earned benefits specified in this Agreement which are due to an employee upon their death shall be paid to their named beneficiary and, if no beneficiary named, to their estate.

#### Section 18.12 Residency.

Employees who live outside the City limits of the City of Traverse City shall be permitted to remain in such place of residence, but if they move they must move within a twenty (20) mile radius of the nearest City limit. Other employees must live within a radius of twenty (20) miles, of the nearest City limit.

#### Section 18.13 Gender.

The masculine pronoun, whenever used in this Agreement, shall include the female pronoun, and the singular pronoun, the plural, unless the context clearly otherwise requires.

#### Section 18.14 Captions.

The captions used in each Section of this Agreement are for the purposes of identification and are not a substantial part of this Agreement.

#### Section 18.15 Education.

The City shall provide the employees the opportunity to take courses in an accredited college, university or community college by reimbursing the employee for tuition, and required textbooks for three (3) courses or ten (10) credit hours per semester or term.

A) All applications must be submitted to the Educational Committee for approval prior to enrollment. (The Educational Committee is composed of the Chief of Police and the City Manager.)

B) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source, the course must be job-related and the employee must receive a grade of C or better.

#### Section 18.16 Tobacco Products

Upon promotion or hire to the classification of Captain, no tobacco products shall be permitted to be used while "on" or "off" duty.



ARTICLE XIX

DURATION

Section 19.1.

This Agreement shall be effective on the 1st day of July, 2014 and shall remain in force and effect until the 30<sup>th</sup> day of June, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is reached by the parties.

This Agreement was negotiated by the following listed representatives:

Local 214

Robert Donick  
Michael Ayling


City of Traverse City

Jered Ottenwess  
Michael Warren  
William Twietmeyer  
Kelli Schroeder

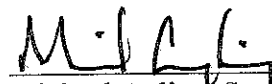
TRAVERSE CITY, MICHIGAN

By   
Benjamin Marentette, City Clerk

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214

  
Robert Donick, Business Representative

By   
Michael Estes, Mayor

  
Michael Ayling, Steward

APPROVED AS TO SUBSTANCE:

  
Jered Ottenwess, City Manager

Date: 6-25-14

## APPENDIX "A"

### POLICE CAPTAIN ANNUAL SALARY

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

Effective July 1, 2014 the annual salary will be increased based upon the change in the April 2014 index as compared to the April 2013 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective July 1, 2015 the annual salary will be increased based upon the change in the April 2015 index as compared to the April 2014 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective January, 2005, a stipend will be rolled in as part of Captain's pay for the successful completion of the following:

1.     \$1,000         School of Police Staff and Command
2.     \$1,000         Law Enforcement Executive Leadership Institute (LEELI)

Effective July 1, 2008 a stipend will be rolled in as a part of Captain pay for successful completion of the following:

1.     \$1,000         Master's Degree from an accredited University with a  
concentration area of Public Safety Staff and Command.

\*\*\*\*\*

Effective the first pay of July each year an annual stipend in the amount of \$250.00 (subject to all required deductions) shall be included for the voluntary off-duty carry of a weapon.

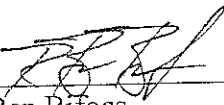
## LETTER OF UNDERSTANDING

The parties agree that an Employee Assistance Policy Statement applies to Captain's unit members.

The attached Policy is not a part of the collective bargaining unit agreement, but has been negotiated between the parties. It shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and affect of the policy are not subject to the grievance procedure or other contract or labor remedies, but discipline imposed under the policy is subject to the grievance procedure of the collective bargaining agreement then in effect.

CITY OF TRAVERSE CITY

By

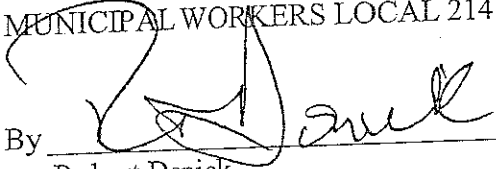
  
R. Ben Bifoss  
City Manager


Dated:

12/3/09

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214

By

  
Robert Donick  
Business Representative

  
Stephen Morgan, Steward